Standard Transportation Document Service Agreement Annex B 1.0 – Location(s), Agreed Services and Charges

To the Standard Transportation Document Service Agreement (STDSA) of January 2006

The Carrier's number of this Annex B 1.0:

between.

having its head of office at:



hereafter referred to as "the Carrier"

and

CZECH AIRLINES HANDLING s.r.o.

having its principal office at:

Letiste Ruzyne J.Kašpara 6

160 08 Praha 6 Czech Republic

VAT. NO.:

CZ 45795908

Trade Register of Municipal Court in Prague, section C,

insert 60140

hereafter referred to as "the Ticketing Company"

This Annex B 1.0 for

the location(s):

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is valid from: 27 March 2011

and replace: None

PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of STDSA of January 2006 as published by the International Air Transport Association shall apply to this Annex B 1.0 as if such terms repeated here in full. By signing this Annex B 1.0, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1 PURPOSE OF THIS ANNEX B 1.0

1.1 The purpose of this Annex B1.0 is to define the terms and conditions under which the Ticketing Company shall perform ticketing services for the Carrier at

PARAGRAPH 2 HANDLING SERVICES AND CHARGES

2.1 The Ticketing Company shall provide the following services of Annex A at the following rates:

Section 1 REPRESENTATION AND ADMINISTRATION

1.1 General

- 1.1.1 Indicate that CZECH AIRLINES HANDLING is acting as Ticketing Company for the Carrier.
- 1.1.2 Display the Carrier's signage and/or commercial material at ticketing position, the Ticketing Company will take care of the production of the logo and recharge to the Carrier.
- 1.1.3 Liaise with local authorities.

1.2 Administrative Functions

- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward and file reports/statistics/documents and perform other administrative duties as specified in Annex B.
- 1.2.4 Maintain the Carrier's manuals, circulars and all relevant documents connected with the performance of the services.

1.3 Facilities

- 1.3.1 (a) Provide Ticketing position(s)
 - 2. Common Use

Section 2 DOCUMENTS

2.1 General

- 2.1.1 (b)Transportation documents as specified in Annex B, from
 - (1) the Carrier (handed to the dedicated staff of the Ticketing Company)

Section 3 EQUIPMENT AND SYSTEMS SOLUTION

3.1 Validation Equipment

- 3.1.1 (c) Make use of the Carrier's (SW Travel acting on behalf of Carrier)
 - (1) Validator (as mutually agreed) total 2 pieces (

3.2 Computer Equipment

- 3.2.1 (b) Arrange for
 - (1) Computer suitable for ticketing has to be ensured by the Ticketing Agent.
 - (c) Make use of the Carrier's (provided by the Carrier)
 - (2) Ticket printer
 - (3) Message printer.

Responsibilities:

If provided Ticket/Message printer equipment will be damaged or lost by the Ticketing Agent, the costs required for the replacement and/or for the correction will be covered by the Ticketing Agent.

3.3 Reservation Systems

3.3.1 (a) The Ticketing Company will have access to the Carrier's Reservation & Ticketing system that will be installed and maintained at Carrier's cost.

Section 4 SERVICES

4.1 Ticketing

- 4.1.1 Perform on behalf of the Carrier the following functions:
- a) Direct Sales
- b) Issue Ticket on Departure (TOD)
- c) Issue Miscellaneous Charge Order (MCO) / Multiple Purpose Document (MPD) for Pre-paid Ticket. Advice (PTA), MCO/MPD-UMNR and MCO/MPD for penalty or upgrade
- d) Issue ticket against Pre-paid Ticket Advice (PTA)

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- e) Re-issue voluntary re-routing where restrictions apply, such as:
 - 1) Change of reservation with penalty with reissue or revalidation using MCO for penalty collection
 - 2) Change of reservation with upgrade to higher applicable fares with or without penalty including ticket reissue
 - 3) Rerouting with additional collection and with ticket reissue
 - 4) Rerouting with refund on MCO and with ticket reissue
 - 5) Reissue of the ticket with the name change
 - 6) Lost ticket procedures
- f) Re-issue voluntary re-routing where no restrictions apply
 - 1) Change of reservation without penalty including revalidation
 - 2) Reissue of unrestricted tickets with or without additional collection
- g) Re-issue involuntary re-routing where restrictions apply (cancellations, delay at departure) and according to Station Manager instructions only:
 - 1) Rebooking of reservations
 - 2) Revalidation of tickets without penalty
 - 3) Reissuing tickets without penalty due to involuntary rerouting
 - 4) Print exchange in the case of e-tickets
 - 5) FIM issuance
 - 6) DBC issuance as MCO and reporting
- h) Re-issue involuntary re-routing where no restrictions apply
- l) Issue replacement ticket against Form Of Indemnity (FOI)
- o) Other, as specified in Annex B, such as:
 - 1) Ticket sales related information: schedules, fares, reservation information
 - 2) Reservations Flight reservations
 - Listing
 - 3) Back-office activities Collecting any additional collection paid by credit card and cash.
 - Administration of sales report.
 - Administration of collected revenue with the Carrier's local town

office.

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- 4.2 Excess Baggage (collect and issue EBT according to Carrier's instructions).
- (a) Determine excess baggage charges.
- (b) Issue excess baggage ticket.
- (c) Collect excess baggage charges.
- (d) Detach applicable excess baggage coupons on Carrier's stock.

4.3 Rate per flight and other charges

A. Charge per flight:

Charge per flight: (

Service charge per each sold / reissued ticket (to be covered by pax):

ax):

In case of service time extension (On Request by Carrier) a special charge of apply for every initiated hour.

B. Excess baggage charges:

commission of the total amount collected per flight.

It is mutually agreed, that if the excess baggage fee will be not collected on the Carrier's EBT, none commission will be applied and paid.

NOTE:

Above mentioned charges will be applied for three months probationary period of service supply and then can be reviewed by both Parties at following dates:

PRG – 01st July 2011

It is mutually understood and agreed, that the following opening time of ticketing position (Ticketing Desk), where the ticketing services will be provided:

2 hours before Scheduled Time of Departure until 30min after Scheduled Time of Departure of regularly operated flight (not charter flight).

Section 5 INVENTORY CONTROL

5.1 General

- 5.1.1 Take physical inventory of transportation documents and maintain records.
- 5.1.2 Report to the Carrier any irregularities (within CSR)

PARAGRAPH 3 OTHER SERVICES

3.1 Other services

- 3.1.1 Sales activities:
 - Handover of sold tickets.
 - Representation of the Carrier's commercial interests towards its passengers.
- 3.1.2 Servicing activities:
 - Seat reservation and reservation of SSR's (special service requirements)
 - Advance upgrading of passengers in line with Carrier's requests
 - Handover of mileage claim forms, complaint forms, or any other information leaflets as requested by the Carrier
 - Additional assistance during flight irregularities (meal vouchers, hotel vouchers, transportation to hotels) in accordance with Carrier's instructions.

PARAGRAPH 4 DISBURSEMENTS

4.1 Any disbursement made by the Ticketing Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10 %.

PARAGRAPH 5 TRANSPORTATION DOCUMENTS

- 5.1 The following Carrier's transportation documents shall be handed over by the Carrier representative exclusively to the authorized persons of the Ticketing Company upon request
 - 1. stock of MCO / MPD
 - 2. paper tickets
 - 3. stock of EBTs
 - 4. stock of FIM
 - 5. stock of FOI
- 5.2 The Ticketing Company shall maintain a current traffic document stock control record in the format prescribed by the Carrier.
- 5.3 The Ticketing Company shall safeguard that all un-issued traffic documents, when not in use are strictly locked in a safe area.
- documents to be used only with the exception of emergency cases agreed by both Parties (documents shortage)

PARAGRAPH 6 TRAINING

All compensation and working hour related costs – i.e. salaries of the Ticketing Company's staff assigned to the Carrier while that staff is in training and backfill for that staff shall be the responsibility of the Ticketing Company. There will be no charge for the Carrier for time spent in training by the Ticketing Company's personnel.

The Ticketing Company will be responsible, at its sole cost and expense, for any further training necessitated by employee turnover or training course failures. The Carrier will pay just costs directly related to the training (such as training materials), transfer and hotel accommodation for trained staff if the training is conducted at the Carrier's location.

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PARAGRAPH 7 REPORTING AND SETTLEMENT OF ACCOUNT

- 7.1 All money collected by the Ticketing Company under this Annex B1.0 is the property of the Carrier and shall be handled by the Ticketing Company in accordance with the Carrier's instructions.
- 7.2 The total sales amount and other charges reflected on the daily sales reports and collected by the Ticketing Company shall be transferred to the Carrier on a monthly basis via Bank wire transfer as per Carrier's local office accounting instructions.

The Carrier's local account, where will be all collected revenue transferred:



- 7.3 Notwithstanding Sub-article 7.1 of the Main Agreement, the Ticketing Company will invoice the Carrier once a month. Settlement of account shall be effected within thirty (30) days from invoice issue.
- 7.4 The invoice shall be in English and shall contain the number of this Annex B 1.0 and appropriate details of invoices items and it will comply with the valid EU VAT law. Unless the invoice contains all requirements determined by this Annex B 1.0, the Carrier shall return the invoice back to the Ticketing Company back for correction. No sanctions or payments for delays shall be applied by the Ticketing Company until the Carrier receives a proper invoice which contains all required data.
- 7.5 The invoiced shall be sent to the following Carrier's address:



7.6 The payment shall be settled to following account:

Name of Bank:		
Address of Bank:		
IBAN:	_	
SWIFT:		

PARAGRAPH 8 CONTRACTUAL NOTIFICATION

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8.1 In accordance with Sub-Article 12.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective Parties in written form, as follows:

To the Carrier:	
Contact:	
E-mail:	
Phone:	
Mobile:	
To the Ticketing Company:	
Contact: Jiri Jarkovsky	
E-mail: .	
Phone:	
Mobile	

PARAGRAPH 9 DURATION, MODIFICATION AND TERMINATION

- 9.1 This Annex B 1.0 is valid from **27 March 2011** and shall continue in force, until terminated by either Party giving sixty (60) days prior written notice to the other party in accordance with the terms of the Main Agreement.
- 9.2 Any modification of, or additions to this Annex B 1.0 must be done with prior thirty (30) days written notice and approved in writing by both Parties.
- 9.3 Any notice to this Annex B 1.0 conditions given by any party shall be deemed properly and given, if sent by registered letter to the respective head office of the other party.
- 9.4 In addition, the Carrier may at its sole discretion terminate this Annex B 1.0 with immediate effect upon written notice to the Ticketing Company, upon the occurrence of one or more of the following events:
 - a) if the Ticketing Company breaches any terms or conditions of this Annex B 1.0 and such breach is not capable of remedy, or, in the case of a breach that is capable of remedy, if the Ticketing Company fails to take all reasonable steps to remedy the breach within thirty (30) days of written notice from the Carrier;
 - b) if the Ticketing Company enters into liquidation whether compulsory or voluntary or has a receiver appointed over its assets and the said termination is made in writing.

PARAGRAPH 10 GOVERNING LAW AND JURISDICTION

- 10.1 In accordance with Article 9 of the Main Agreement, this Annex B 1.0 shall be governed by and interpreted in accordance with the laws of Czech Republic.
- 10.2 In accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts of Municipal court in Prague.

Signed the 14.03.2011 At Prague For and on Behalf of Czech Airlines Handling



Signed the At For and on Behalf of